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Contract Database Metadata Elements

Title: **Ellenville Central School District and Ellenville Central School Administrators and Supervisors Association (ECASA), (2002) (MOA)**

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Union: **Ellenville Central School Administrators and Supervisors Association (ECASA)**

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MEMORANDUM OF AGREEMENT

By and Between the

ELLENVILLE CENTRAL SCHOOL DISTRICT

and

**ELLENVILLE CENTRAL SCHOOL ADMINISTRATORS
AND SUPERVISORS ASSOCIATION (ECASA)**

It is agreed by and between the Ellenville Central School District and the Ellenville Central Administrators & Supervisors Association (ECASA), that the Collective Bargaining Agreement which expired on June 30, 2002 shall be extended for five (5) additional years. The new Agreement shall commence July 1, 2002 and shall expire June 30, 2007. All terms and conditions shall remain unchanged except as modified by this Memorandum.

1. The attached updated contract shall be the basis for the new Agreement.
2. The recognition clause shall be amended to exclude central office administrators and the business official.
3. Article 6 - Accumulation/Compensation of Sick Leave, Paragraph C. Change language to reflect that payment for accumulated sick days will be paid at \$75.00 effective July 1, 2004.
4. Article 9 - Benefit Package, Paragraph A(1). Add language as follows: The formula shall remain in effect, but in no event shall the amount paid by any administrator exceed ten (10%) percent of premiums. Discussions regarding this benefit could be reopened after the teachers have settled.
5. Article 9 - Benefit Package, Paragraph B. Change language to provide as follows:

20+ years in the District	100% individual/100% Family
Less than 20 years (same as teachers)	100% Individual/75% of the
difference between	family and
individual coverage	

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6. Article 13 - Compensation. The salary of each administrator employed by the District shall be increased by 4.25% per year for school years 2002-2003, 2003-2004 and 2004-2005, and increased by 3.0% for school years 2005-2006 and 2006-2007.

Based on the District's finding that the High School Principal's salary relationship with other building administrator's in the District and its findings that other State and regional High School Principal's salaries provide greater salaries than elementary and middle school principal's salaries, the District shall increase the High School Principal's salary by an additional 1.75% per year for each of the first three years of this agreement.

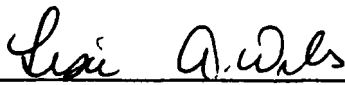
7. The salary of Joanne Lane shall be merged with the salary of the elementary building principal in equal increases over the next three years.

8. Article 13 - Compensation. Add language as follows: Only employees employed as of the date of the ratification of this memorandum shall be granted retroactivity.

9. Ten month administrators shall return to work in September with the rest of the certificated staff.

Dated:


ELLENVILLE CENTRAL SCHOOL DISTRICT

 11/14/04

Lisa A. Wiles, Superintendent of Schools

Dated:

ELLENVILLE CENTRAL SCHOOL ADMINISTRATORS
SUPERVISORS ASSOCIATION

 11/14/04

Jack Eckdahl



The following articles are the general terms and conditions of the working conditions of all the Ellenville Central School District Administrators excepting the Superintendent and the Assistant Superintendent.

INTRODUCTION: RECOGNITION CLAUSE

The Board of Education of the Ellenville Central School District recognizes the Ellenville Central Administrators and Supervisors Association/SAANYS as the exclusive representative and bargaining agent of all the certified building administrators and supervisors in the District.

ARTICLE 1: TRAVEL EXPENSES

An Administrator required to travel in the performance of his/her duties shall be reimbursed for all travel expenses, with mileage being paid at the current IRS rate.

ARTICLE 2: PAYROLL DEDUCTIONS

Payroll deductions shall be made by the District for tax-sheltered annuities, credit union, retirement, donations, dues and other agreed-upon deductions authorized by the Administrator. The School District shall not be liable for any monies whatsoever, only Administration.

ARTICLE 3: EVALUATION

Each Administrator will have the performance of his/her duties evaluated at least once annually by the Superintendent of Schools. This evaluation will be written. The ECASA will be given an opportunity to participate in the creation of any evaluation instrument.

ARTICLE 4: PERSONNEL FILES

An Administrator shall have the right, upon reasonable notice, to review the contents of his/her personnel file and to make copies of any documents in his/her file. A copy of anything contained in an Administrator's personnel file shall be provided to the Administrator.

No material derogatory to an Administrator's conduct, service, character or personality shall be placed in his/her personnel file unless the Administrator has had an opportunity to preview such material. If an Administrator signs or initials the material, he/she shall be conclusively presumed to have read and understood the contents, although he/she may not have necessarily agreed with the contents. An Administrator will also have a right to submit a written

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answer to such material, including evaluation reports. His/her answer shall be reviewed by the Superintendent and attached to the file copy.

A log sheet will be added to each administrator's personnel file. The log sheet shall indicate the name of the individual reviewing the file, the date of the review and the purpose of the inspection. Neither the Superintendent nor the District's legal counsel will be required to complete the log.

ARTICLE 5: COMPENSATED LEAVE

An Administrator shall be allowed absences on school days without deduction from salary as follows:

A. Each member shall be allowed twenty (20) days per year for ten (10) month employees, twenty-two (22) days per year for eleven (11) month employees and twenty-four (24) days per year for twelve (12) month employees (granted as of July 1 of each year) for absences due to personal illness.

B. Jury Duty: Absences for jury duty will not result in loss of salary.

C. Bereavement: Each Administrator shall be granted a leave of up to five (5) days per bereavement period, with pay for death within the immediate family. Any absence for bereavement shall not be deducted from accumulated sick leave.

D. Personal Leave: Each Administrator will be granted three (3) personal leave days each year.

ARTICLE 6: ACCUMULATION/COMPENSATION OF SICK LEAVE

A. All unused sick and personal leave (converted to sick leave at the end of the year) will accrue up to a maximum of 220 days.

B. An Administrator suffering a continuous illness or injury, the duration of which exceeds their total accumulated sick leave, may receive additional days upon the recommendation of the Superintendent and approval of the Board of Education.

C. Payment for Accumulated Leave Time: When an Administrator retires from the District, the Administrator will be entitled to a payment for his/her accumulated sick days at \$50.00 per day. In addition, Administrators will be entitled to participate in the early retirement incentive system established for teachers.

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ARTICLE 7: LEGAL COUNSEL

The Board of Education shall, when required, provide legal counsel to an Administrator for actions taken in the course of employment, provided that copies of any summons, complaint or other papers initiating any action or served in any action are given to the District within five (5) days of receipt.

ARTICLE 8: SCHOOL CALENDAR, WORK YEAR, HOLIDAYS AND VACATIONS

A. An Administrator employed on a twelve-month basis shall follow the same calendar as established by the District for the school-related personnel. He/she shall have the same paid holidays.

B. An Administrator employed on a ten-month basis shall follow the same calendar as established by the District for the certified staff, beginning the year on September 1 and ending the year on June 30. All additional work time will be paid at a rate of 1/200th of the regular salary.

C. Each Administrator working on a twelve-month basis shall be entitled to twenty (20) days of paid vacation each fiscal year. Vacation shall accrue at the end of each work year. Vacation days are to be scheduled with the approval of the Superintendent of Schools.

D. By July 30 of each year, each administrator shall advise the Superintendent of the time the administrator intends to take vacation. The superintendent reserves the right to alter vacation schedules to provide for coverage and other District needs. Any remaining vacation days will be paid for at current salary on a pro-rated basis not to exceed ten (10) days. A maximum of only twenty-five (25) vacation days may be taken in any one fiscal year.

ARTICLE 9: BENEFIT PACKAGE

A. All Administrators will be provided with the following benefit program and, except where noted, the cost will be paid 100% by the District:

1. A health insurance program (family or individual) which is equal to or better than that offered to any employee group. Effective July 1, 1995 and each year thereafter, unit members will contribute 15% of the increase based on the rate currently being paid by the district on June 30, 1995. In the event that there is any decrease in premiums below that paid on June 30, 1995 that decrease shall be returned to the members of the unit to the

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extent of the 15% contribution.

2. A dental insurance program with District contribution equal to the Teacher's Benefit Trust shall be provided.

B. The District agrees to pay the premiums for retiree health insurance based on the following schedule:

20+ Years in the District	100% Family/100% Individual
15 Years in the District	100% Family/75% Individual
10 Years in the District	100% Family/50% Individual
Less than 10 Years in the District	100% Family/35% Individual

C. Upon relinquishing of health insurance coverage and proof of alternate health insurance, the District will compensate that administrator \$2,400 in lieu of family and \$1,200 in lieu of individual insurance coverage for the duration of the contract.

ARTICLE 11: RETIREMENT INCENTIVE

A. Administrators shall be entitled to participate in the early retirement incentive provided to teachers.

ARTICLE 12: CONFERENCES, PROFESSIONAL DUES AND DISCRETIONARY FUND

A. The District shall pay all expenses associated with an Administrator's attendance at professional meetings and conferences to a maximum of one thousand (\$1,000) dollars per school year. Such meetings or conference attendance shall have prior approval of the Superintendent of Schools. A written report shall be completed by the Administrator upon return to the District.

B. The District shall pay the dues to two (2) professional organizations not involved in providing collective bargaining services to its members selected by the Administrator with the approval of the Superintendent of Schools.

ARTICLE 13: LENGTH OF AGREEMENT

This Agreement will expire on June 30, 2008.

ARTICLE 14: COMPENSATION

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A. Salary:

See Salary Scale attached as Appendix A.

ARTICLE 15: GRIEVANCE PROCEDURE

A. A "grievance" is defined as a dispute or controversy arising out of the interpretation, or application of a specific provision of this Agreement or out of the Americans with Disabilities Act and the Family and Medical Leave Act.

B. The term "day(s)" when used in this article shall mean working school days; thus weekends or vacation days are excluded.

C. Grievances may only be initiated by an aggrieved employee(s) or by the Association. All parties have the right to Association representation at all stages of the grievance procedure provided that the Association shall have the right to be present and state its views at all levels of the grievance procedure. Upon request, the aggrieved employee or employees must be present at all stages of the grievance procedure or the grievance shall be deemed waived and not subject to further appeal.

Grievances must be initiated within twenty (20) days of the occurrence giving rise to the grievance. Such grievances must be set down in writing, specifying the name or names of the aggrieved employees, the particular article(s) and subdivision(s) thereof at issue, the events alleged to have given rise to the grievance, and the relief sought. Grievances may be initiated directly at Step 2 within said twenty (20) day initiation period whenever they affect all administrators in the District.

The grievance will be held in abeyance over the summer vacation when the employee is a school/year employee.

D. Step 1 - The grievance shall be presented to the immediate supervisor within twenty (20) days of the occurrence alleged to have given rise to the grievance. The supervisor shall render a written decision within ten (10) days of the presentation of the grievance.

Step 2 - If not settled at Step 1, the grievance shall be submitted to the Superintendent within five (5) days of the decision at Step 1. A meeting shall be held between a representative of the aggrieved person and a representative of the Superintendent. Within five (5) days of said meeting, the Superintendent shall render a written decision on the grievance.

Step 3 - If the grievance is not settled at Step 2, the matter shall be submitted to the Board within five (5) days of the decision at Step 2. The representative of the aggrieved

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person and the representative of the Superintendent shall meet with the Board, or a subcommittee of the Board, within ten (10) days of the submission. A written decision will be rendered by the Board within five (5) days of such meeting.

Step 4 - If the grievance is not settled at Step 3, the Association shall submit the grievance to the American Arbitration Association within ten (10) days of the decision at Step 3. The grievance will then be processed in accordance with the AAA Voluntary Labor Arbitration Rules, and the decision of the arbitrator shall be final and binding. The cost of the arbitrator will be shared equally by the parties.

E. Failure to proceed in strict accordance with all time limits shall be deemed a waiver of the grievance, and it shall not be subject to further appeal, unless the time has been extended by written mutual consent.

F. While the grievance is pending, all documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

G. Each party to a grievance shall have access at reasonable times to all non-privileged written statements and records in the possession of the other party pertaining thereto, as well as the right to obtain copies of same at their expense.

H. Every effort will be made to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.

I. Pursuit of any legal, statutory or other remedy bars further or subsequent proceedings for relief under this Agreement.

J. The arbitrator shall have no authority to add to, subtract from, or otherwise modify this Agreement, or to make any decisions which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

ARTICLE 16: LEGISLATIVE AUTHORITY

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

IN WITNESS THEREOF, the Parties have executed this Agreement by their duly authorized representatives on.

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BY: Lisa G Wiles 11/14/04
Lisa Wiles
Superintendent of Schools

BY: _____
President
Board of Education

BY: [Signature]
Jack Eckdahl
Ellenville Central School
Administrators & Supervisors Association

Lisa G Wiles 11/14/04
[Signature]